

SURFACE DAMAGE AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Greg Baker, Power of Attorney (POA) for Barbara Ann Bouziden ("Surface Owner") is the Owner of the Northeast Quarter (NE/4) of Section 15, Township 28 North, Range 11 West, Alfalfa County, Oklahoma.

For and in Consideration of the total sum of Fifteen Thousand Dollars (\$15,000.00) to be paid to Surface Owner by CHESAPEAKE OPERATING, INC. ("Operator"), prior to Operator entering said property, Surface Owner hereby releases Operator from all ordinary necessary damages sustained in connection with the drilling, completing, and equipping of the **Baker 15-28-11 1H, (Well)** to be located approximately **250** feet from the North line and **660** feet from the East line on the above property according to the attached plat, together with the drilling and installation of monitor water wells provided for in Paragraph 10 below.

As additional consideration for the covenants contained herein, **Operator** expressly agrees to the following as binding terms of this agreement:

1. If the Well is completed as a commercial producer, Operator shall maintain the Well site and road for ingress and egress in a prudent and reasonable manner, including keeping same from erosion and keeping free of noxious weeds. Roadway location shall be agreed to by Lessor.
2. If the Well is not completed as a commercial producer or upon abandonment of the Well, Operator shall, within 90 days, remove all of its equipment and restore all of the Surface Owner's property as nearly as practical to its original condition, Operator shall at all times keep Surface Owner's property, the location and lease road free of trash and debris.
3. Surface Owner and Operator agree that Operator shall limit its use of the above described lands to that area of land necessary for its operations, surrounding or immediately adjacent to the well bore of the Well, and the monitor water wells provided for in Paragraph 10 below. The location will not exceed 375 feet by 325 feet in size. The roadway shall not exceed 20 feet in width for ingress and egress to the well site. Dirt dug pits shall not be allowed and frac trailers must be used for fracing operations.
4. The production facility of the Well shall be fenced by Operator and cattle guard(s) placed at one entry point where Operator has to cut Surface Owner's fence lines in the construction of a lease road and location. Operator will install at the entrance to Surface Owner's property off of the county road an arm across the cattle guard. Upon abandonment of a Well, the cattle guards shall become the property of Surface Owner. Operator shall repair any fences that are cut on Surface Owner's property in a manner consistent with existing fences to Surface Owner's satisfaction. All corner posts and bracing shall be steel pipe set in concrete, all to be approved by the surface owner. Operator shall install metal pipe H-Braces on each side of the cattle guard to tie and properly stretch all wire to Surface Owners satisfaction into the fence. Operator will at the request of Surface Owner, lock any new entrance made to Surface Owner's property. Operator agrees to rock all lease roads constructed on Surface Owner's property and said roads shall be maintained for the life of the well so as to prevent obstruction of water and spreading of rock off the location and roadways. Operator shall clean up any rock which is scattered to prevent a hazard to Surface Owner's farm equipment. Low areas and ruts occurring in the road will be promptly repaired and employees or agents of Operator shall not be permitted to by-pass such ruts and low areas by driving around the roadway. Operator shall not allow water to back up on either side and provide proper drainage from same including any necessary water culverts.

5. The aforementioned consideration does not include damages for any gathering lines or pipelines that Operator lays across lands owned by Surface Owner for the Well.

6. Operator will comply with all Oklahoma Corporation Commission rules and regulations with respect to any pits constructed on Surface Owner's property.

7. Operator agrees to conduct its operations on the location and road authorized by this Agreement and **will advise** its employees, representatives, contractors, subcontractors and independent contractors to stay on the road and location built by Operator and not to utilize any of Surface Owner's land, without prior written authorization by the Surface Owner. Violation of this shall be considered trespass. Operator, its employees, representatives, contractors, subcontractors and independent contractors shall not be allowed to hunt or fish on Surface Owner's land.

8. Operator agrees to indemnify and hold Surface Owner harmless for all debts, claims, damages and demands incurred in connection with the performance of this Agreement and the operations conducted thereon whether above or below the surface.

9. It is the specific intent of this Release to cover the drilling, completing and equipping insofar and only insofar as to the Well and the monitor water wells described in Paragraph 10. There shall be no other well or borehole situated on Surface Owner's property. This Release does not cover unusual or extraordinary damages of pollution presently or in the future. Operator shall be further liable to Surface Owner for any unusual damages or pollution not covered by this Agreement, whether the same is caused by Operator, its employees, agents, representatives, contractors, subcontractors or independent contractors. Operator shall not be allowed to dispose of any saltwater or other deleterious substances from outside the well site upon or into Surface Owner's property without written permission. Commercial saltwater disposal wells shall not be allowed.

10. Surface Owner agrees that Operator may drill, equip and operate as many water monitoring wells as are necessary to properly characterize the shallow geology/hydrogeology and monitor the water quality through out the complete process of site preparation, drilling, operating and producing the Well. All water monitoring wells will be drilled in accordance with Oklahoma Water Resource Board regulations, and located approximately thirty (30) feet outside the perimeter of the Well location.. Operator and Surface Owner agree that no water will be used from the water monitoring wells to drill or complete the Well without an expressed written agreement with the Surface Owner. If the Well is completed as a well capable of commercial production, the water monitoring wells will remain in place for a minimum of two (2) years from the date of first sales from the Well. Surface Owner hereby expressly grants ingress and egress to Operator, and its designees (including but not limited to representatives of the U.S. Environmental Protection Agency) onto the location to periodically collect water samples, and to maintain or repair the monitor wells. Upon completion of the use of the water wells as provided for herein, the wells shall be proper plugged and abandoned in accordance with Oklahoma Water Resource Board regulations.

11. This Agreement shall bind and inure to the benefit of all parties hereto, their heirs, successors and assigns.

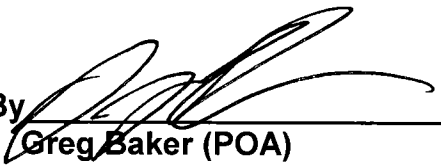
12. This Agreement may be executed in counterpart, each of which counterpart execution shall be deemed an original for purposes of this instrument.

13. Except as provided for in Paragraph 10 above, Lessee may not use fresh water obtained from or under the leased premises without the express written consent of the Surface Owner.

In Witness Whereof, this Agreement has been executed this 26 day of April, 2012.

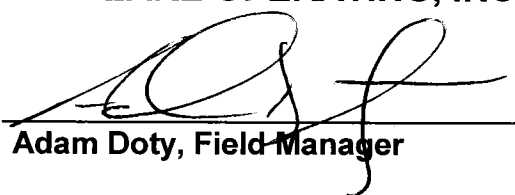
SURFACE OWNER:

Barbara Ann Bouziden

By 
Greg Baker (POA)


OPERATOR

CHESAPEAKE OPERATING, INC.

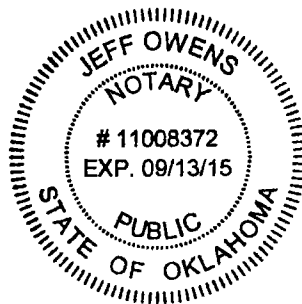
By: 
Adam Doty, Field Manager

STATE OF OKLAHOMA)
COUNTY OF WOODS)ss:

Given under my hand and seal the day and year last above written.


Notary Public

9-13-15

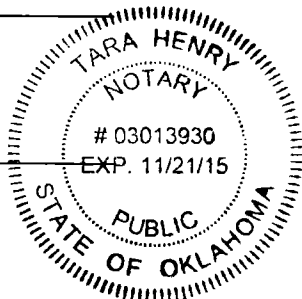


STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS:

Given under my hand and seal the day and year last above written.

Notary Public

My Commission #



TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA

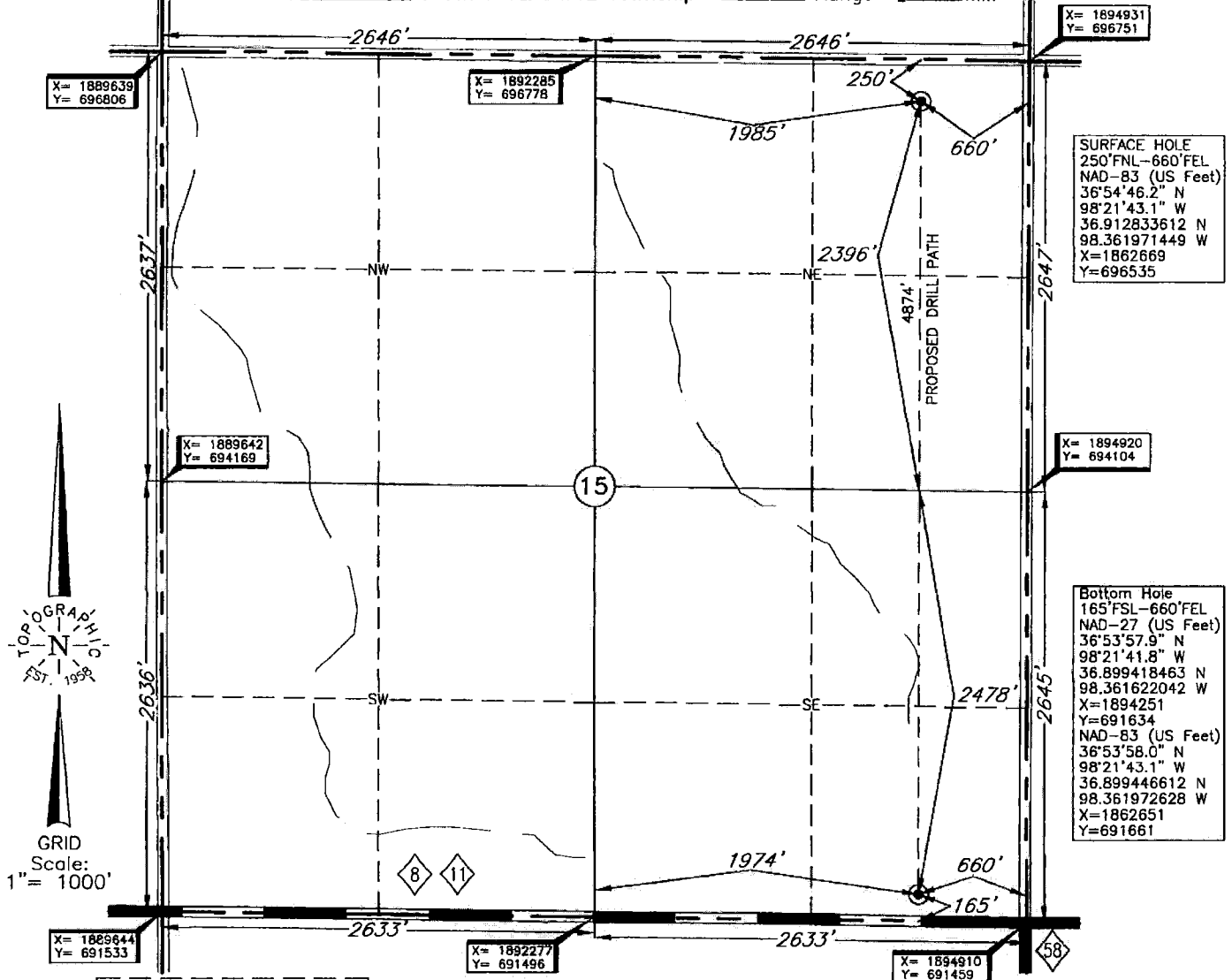
6709 NORTH CLASSEN BLVD., OKLA. CITY, OKLA. 73116 • LOCAL (405) 843-4847 • OUT OF STATE (800) 654-3219
Certificate of Authorization No. 1293

Exhibit "A"

ALFALFA

County, Oklahoma

250'FNL - 660'FEL Section 15 Township 28N Range 11W I.M.



Bottom Hole Information Provided by Operator Listed, NOT Surveyed. Corner Coordinates are Taken from Points Surveyed in the Field.

Distances shown in (parenthesis) are calculated based upon the Quarter Section being 2640 feet, those shown in [brackets] are based on GLO (General Land Office) distances and have NOT been measured on the ground.

Operator: CHESAPEAKE OPERATING, INC.

Lease Name: BAKER 15-28-11

Well No.: 1H

ELEVATION:

1213' Gr. at Stake

Topography & Vegetation Loc. fell in wheat field

Good Drill Site? Yes Reference Stakes or Alternate Location Stakes Set None

Best Accessibility to Location From North off county road

Distance & Direction from Hwy Jct or Town The Jct. of St. Hwy. 11 and St. Hwy. 58 South, go 1.0 mi. North to the NE Cor. of Sec. 15-T28N-R11W

DATUM: NAD-27
LAT: 36°54'46.1"N
LONG: 98°21'41.8"W
LAT: 36.912805656
LONG: 98.361620951
STATE PLANE
COORDINATES: (US Feet)
ZONE: OK NORTH
X: 1894270
Y: 696508

Invoice # 181815 Date of Drawing: Apr. 20, 2012
Date Staked: Apr. 19, 2012 AC

CERTIFICATE:

I, Thomas L. Howell a Oklahoma Licensed Land Surveyor and an authorized agent of Topographic Land Surveyors of Oklahoma, do hereby certify that the above described well location was surveyed and staked on the ground as shown herein.

Thomas L. Howell
Oklahoma Lic. No. 1433

